

# **EXHIBIT 8**

(Each of PAX LP, Shiny Times, Mr. Kwok and Beijing Pangu, a **"Party"** and collectively, the **"Parties"**)

WHEREAS:

- (A) On 19 April 2013, PAX LP, Shiny Times, Mr. Kwok and Beijing Pangu entered into a deed of settlement (the "**Original Deed of Settlement**") pursuant to which each of the Parties agree to settle the Total Outstanding Amount in full and discharge all obligations and duties of each Party absolutely in accordance with the terms and conditions of the Original Deed of Settlement.
- (B) Pursuant to the Original Deed of Settlement, subject to the satisfaction of all conditions precedent described in Clause 3.2 of the Original Deed of Settlement, PAX LP agreed to purchase the Apartments in accordance with the terms set out in the Original Deed of Settlement. In the event that all conditions precedent have not been satisfied by 31 July 2013 (the "**Original Satisfaction Date**"), then the entire settlement as contemplated under the Original Deed of Settlement shall be terminated and the Parties acknowledge that the Facility Letter shall revert and be in full force and effect immediately after 31 July 2013 or such other date agreed by the Parties in writing.
- (C) On 3 December 2013, the Parties entered into a supplemental deed of settlement (the "**First Supplemental Deed**") to amend and supplement the Original Deed of Settlement and on 15 May 2014, the Parties entered into a second supplemental deed of settlement (the "**Second Supplemental Deed**") to further amend and supplement the Original Deed of Settlement, as amended and supplemented by the First Supplemental Deed (the Original Deed of Settlement, as amended, varied and supplemented by the First Supplemental Deed and the Second Supplemental Deed, collectively referred to as the "**Deed of Settlement**") pursuant to which each of the Parties agree

to extend the Original Satisfaction Date to 30 June 2014 (the "**Amended Satisfaction Date**") in accordance with the terms of the Second Supplemental Deed.

- (D) Each of the Parties hereby agrees to extend the Amended Satisfaction Date in accordance with the terms of this Supplemental Deed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Interpretation**

Unless the context otherwise requires, terms defined in the Deed of Settlement have the same meaning in this Supplemental Deed. The principles of construction set out in the Deed of Settlement shall have effect as if set out in this Supplemental Deed.

2. **Amendments to the Deed of Settlement**

- 2.1 With effect from the date of this Supplemental Deed, the following amendments to the Deed of Settlement shall be made:

(a) Deleting all references to "30 June 2014" in Clauses 3.4 of the Deed of Settlement and substituting therefor with "30 September 2014".

- 2.2 All references in the Deed of Settlement to "this Deed", "hereunder" and "herein" or other cognate expressions shall be construed as a reference to the Deed of Settlement as supplemented, varied and amended by this Supplemental Deed.

3. **Representations and Warranties**

- 3.1 Each Party hereby represents and warrants to the other Party that on the date hereof:

(a) Corporate Status, Power and Authority. The Party has full power and authority (corporate or otherwise) to enter into and perform its obligations under this Supplemental Deed.

(b) Authorization and Enforceability. The execution and delivery of this Supplemental Deed and the performance of the obligations hereunder has been duly authorized (corporate or otherwise) by the Party.

(c) Regulatory Approvals. No consent, waiver, approval or authorization of any governmental authority or any filing, registration or qualification with or notice to, any governmental authority is required on the part of the Party in connection with the Party's execution or delivery of this Supplemental Deed or the performance of any of its obligations hereunder.

- (d) Litigation. To the best knowledge of the Party after having made due inquiry, there are no judicial or administrative actions, proceedings or investigations pending or threatened against the Party that disputes or challenges the validity, binding nature and enforceability of this Supplemental Deed or the ability of the Party to perform the obligations under this Supplemental Deed.
- (e) Binding obligations. This Supplemental Deed constitutes legal, valid and binding obligations of the Party enforceable against the Party in accordance with its terms.

**4. Confirmation of the Deed of Settlement**

- 4.1 This Supplemental Deed is supplemental to the Deed of Settlement.
- 4.2 The Deed of Settlement as varied by this Supplemental Deed shall henceforth be read and construed as one document, and continue in full force and effect. Nothing in this Supplemental Deed shall (a) constitute or be construed as constituting any waiver of any of the provisions of the Deed of Settlement or (b) affect or be construed to affect in any way of PAX LP's rights or remedies under the provisions of the Deed of Settlement which were in effect before the date hereof.

**5. Incorporation of Terms**

The provisions of Clause 6 (Confidentiality) to Clause 11 (Governing Law and Jurisdiction) of the Deed of Settlement shall be incorporated into this Supplemental Deed as if set out in full in this Supplemental Deed and as if references in those clauses to "this Deed" are references to this Supplemental Deed.

*[Remainder of the page intentionally left blank]*

EXECUTION PAGE – THIRD SUPPLEMENTAL DEED OF SETTLEMENT

IN WITNESS whereof, the Parties hereto have duly executed this Supplemental Deed the day and year first above written.

SEALED with the COMMON SEAL of )  
PACIFIC ALLIANCE GROUP )  
ASSET MANAGEMENT LIMITED, )  
the General Partner of PACIFIC )  
ALLIANCE ASIA OPPORTUNITY )  
FUND L.P. and SIGNED by )  
its authorized signatory )  
in the presence of:

EXECUTION PAGE – THIRD SUPPLEMENTAL DEED OF SETTLEMENT

SEALED with the COMMON SEAL of )  
SHINY TIMES HOLDINGS LIMITED )  
and SIGNED by Kwok Ho Wan, )  
its director )  
in the presence of: )  
)


SIGNED, SEALED AND DELIVERED )  
by Kwok Ho Wan )  
in the presence of: )  
)  
)  
)

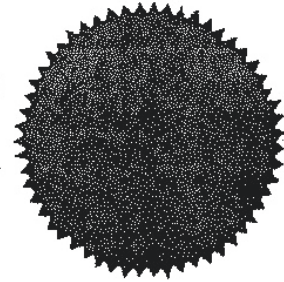
EXECUTED AS DEED by )  
BEIJING PANGU INVESTMENT INC. )  
(北京盘古氏投资有限公司) and )  
SIGNED by )  
its legal representative )  
in the presence of: )

EXECUTION PAGE – THIRD SUPPLEMENTAL DEED OF SETTLEMENT

IN WITNESS whereof, the Parties hereto have duly executed this Supplemental Deed the day and year first above written.

SEALED with the COMMON SEAL of )  
PACIFIC ALLIANCE GROUP )  
ASSET MANAGEMENT LIMITED, ) For and on behalf of  
the General Partner of PACIFIC ) Pacific Alliance Group Asset Management Limited  
ALLIANCE ASIA OPPORTUNITY )  
FUND L.P. and SIGNED by )  
its authorized signatory )  
in the presence of: )

  
Authorized Signature(s)



  
CHRISTIE CHING